

MR. HATCH WRITES

About Some Editorial Opinions in This Paper.

THE CONSTITUTIONAL QUESTION

Presents Powerful Arguments to Show That the United States Constitution Is in Force Here.

Editor of ADVERTISER.

Dear Sir: Permit me to express my dissent from the constitutional views so repeatedly presented in the Advertiser. I believe that they are both unsound from a legal standpoint and charged with possible injury to the gravest kind to this community.

My view is that the constitution of the United States belongs to us; that it became extended to these islands by the act of annexation, and that no power exists which can deprive us of it. We can not secede; neither can we be cast off. We are part and parcel of the United States. I deny that the Constitution is subject to the control of Congress. It can not be made a matter of legislation. Your argument that it does not apply to these islands until Congress so enacts would imply that Congress could extend it or not; or could extend it and then take it away; or could take it away from any other portion of the country. To my mind the better theory is that the Constitution applied by its own inherent force the moment the act of political union was completed. It applied as a necessary incident to the status given us as a part of the United States. Annexation having been brought about in a constitutional method, by the exercise of both the treaty-making and legislative powers of the two countries, constitutes a contract of the very highest conceivable character. We in Hawaii should be the last to concede that one party to the contract by its sole act can destroy it; as, for instance, by making us a colony. Can Congress decree that we shall be taken to be a part of Guam? Not unless it repudiates the contract by which we were made a part of the United States. The statutes of the United States must be extended by act of Congress; the distinction between statutes and the Constitution in this connection is obvious.

There seems to exist in certain quarters much nervousness as to the consequences which would follow if it were admitted that the Constitution of the United States is now the law of the land; notably amongst other instances, with the apologists for contract labor. We ought to all rejoice that that institution is moribund. We could take more pride in ourselves if this blot could have been removed by act of our own before the enactment of a plan of government for us by Congress.

You quote Senator Morgan, but the quotation does not support your conclusion. We all know he considers us a part of the United States. We all know that his Americanism is not of the thin and watery variety and that his respect for the Constitution is punctilious. He will never be found holding that the Constitution does not extend to every nook and cranny of the United States. He considers the situation here anomalous; probably because he takes it that two constitutions, or one and part of another, apply and obtain at the same time. That of the United States is the only one of any vitality. How little of that of the Republic of Hawaii remains will be appreciated when it is remembered that not a single officer of the local government holds office under it. They all hold under President McKinley. His power to appoint is surely not derived from the constitution of the Republic of Hawaii. No more of that remains than can be construed to be municipal law under the terms of the joint resolution of annexation. Would it be held that after Congress shall extend the laws of the United States to Hawaii that the constitution of Hawaii still remains in force? Must a constitutional convention be convened to repeal it piece-meal? Having served its purpose in helping to tide over a transition period, that constitution has passed into history, together with the republic founded upon it. It was abrogated by necessary intentment by the very act of union.

F. M. HATCH.

Honolulu, July 21, 1899.

[What the views of our Supreme Court are regarding the extension of the Constitution to this territory, or what the views of the Advertiser are on the subject will not have the slightest influence in Congress. As Mr. Hatch correctly states, this little Republic made a contract of annexation with the United States, which secured to Hawaii whatever rights any territory has under the Constitution and laws. The contract is executed and is in full force. It is the intention of the administration to carry out this special contract by further legislation which will in no way whatever discriminate against Hawaii. The enemies of Hawaii will, no doubt, make some effort to secure laws discriminating against her, but it is well understood that the President, Senator Morgan and other friends of Hawaii do not anticipate any serious trouble in securing the necessary legislation.

But the contract of annexation is in force, and it is not for Congress, but for the Supreme Court to say whether or not the Constitution applied by its inherent force at the moment the contract of union was made. If the Constitution applies, the

Supreme Court will promptly declare any discriminating legislation to be unconstitutional and void. We have our rights fixed by the contract of union, and Congress cannot disturb them. If Mr. Hatch's views are correct and we believe that there are strong arguments in support of those views, he will see that the Supreme Court of the United States, will easily check any discriminating legislation. It is now beyond the power of Congress to change, even if it desired to do so, the political agreement it made with Hawaii which is that it shall become an integral part of the American soil without any qualifications whatsoever. There is no such agreement existing between Porto Rico, the Philippines and the United States.

Aside from this view of the matter, it seems to us that our territorial Supreme Court, by its adjudication, avoided placing the government at Washington in a most embarrassing position.

If our territorial court had declared that the Newlands act, which provides that "the existing customs regulations of the Hawaiian Islands and other countries shall remain unchanged," was void because it was unconstitutional, and had also declared our municipal customs laws to be void, because unconstitutional, this Republic or imperium in imperio as Senator Morgan calls it, would be left without any laws regulating duties, and a large source of our revenue would have been cut off. Our Supreme Court could not equalize the duties, because a judgment to that effect would be simply amending an unconstitutional law.

The error of our territorial court, if any, is in passing upon a Federal question entirely beyond its jurisdiction. It has attempted to construe the constitutional relations of the Federal government to these islands, and there is no power granting it jurisdiction to do so.

If it had said, "we will declare our municipal customs laws valid under the Newlands act, until a competent Federal court declares otherwise," it would have kept well within its jurisdiction and left the "wrestling" with this difficult and novel question to a court legally competent to decide it. It has decided the case, in all probability as the U. S. Supreme Court has decided it, but has not passed upon a question beyond its jurisdiction? The Editor.]

TRIED MURDER AND SUICIDE.

But Succeeded Only in Landing Himself in the Hospital.

A young Galician attempted both murder and suicide yesterday morning in his home on a lane leading from Emma street. He first attempted to kill his wife by firing one shot at her, but succeeded in only slightly injuring her. He then turned the pistol on himself and fired twice. One of the bullets entered his chest, the other his left side just above the heart. Jealousy was the cause of the act, he having suspected his wife of infidelity. The man will recover, although he almost succeeded in his suicidal intent.

SEWER SYSTEM.

Actual Work Has Now Commenced at Kakaako.

Active work has been begun on Honolulu's sewerage system. For the last two days a gang of men has been engaged in making excavations for the discharge reservoir which is to be built in Kakaako. The scene of operations is alongside of the beach road, a short distance Walkiki of the new Iron Works building. From this reservoir by means of pumps the sewage will be carried a mile out into the sea through huge pipes. The water, at the place of final discharge in the ocean, has a depth of one hundred feet. This guards against all possibility of the refuse being washed up again along the beach.

The men who are engaged in this preliminary work came down with Mr. Vincent, the constructive engineer, on the Mariposa. They are all experienced men and after the ground is broken for the laying of the pipe, they will be placed in charge of the different gangs of laborers. These latter will all be obtained in this city. Engineers Vincent and Edwards are on the ground constantly paying attention to every detail. They have both studied the local conditions thoroughly and confidently assert that before this time next year Honolulu will possess a sewerage system which will be the equal of anything on the Mainland.

THE BEST TREATMENT FOR CHOLERA INFANTUM.

Our baby has been continually troubled with colic and cholera infantum since his birth, and all that we could do for him did not seem to give more than temporary relief, until we tried Chamberlain's Colic, Cholera and Diarrhoea Remedy. Since giving that remedy he has not been troubled. We want to give you this testimonial as an evidence of our gratitude, not that you need it to advertise your meritorious remedy.—G. M. Law, Keokuk, Iowa. For sale by Benson, Smith & Co., Ltd., wholesale agents for H. I., and all druggists and dealers.

PROFIT SHARING

As in Operation on the Kona Sugar Company's Plantation.

NO CONTRACT LABOR EMPLOYED.

Some Three Hundred Men Working Under 30 Separate Agreements to Furnish Cane.

That it is possible to run a sugar plantation successfully and economically without employing contract labor is being demonstrated on the lands of the Kona Sugar Company on the leeward side of Hawaii. Here all the cane cultivation is being done by huls or partnerships of men under agreements with the company. No contract labor is employed anywhere about the place, and very few men are even working for wages. Everybody who is raising sugar cane for the plantation is working for himself and will share in the profits of his work.

In order to obtain some definite information from headquarters about the system pursued on this plantation, a representative of this paper called at the office of M. W. McChesney & Sons, the agents of the plantation in this city, where the following particulars were obtained:

"Yes, it is true we have no contract labor of any kind on the Kona Sugar Company's plantation," said Mr. Jesse McChesney. "In fact, the company employs very few men in any capacity outside of the mill. We rely entirely on renting our lands on a profit-sharing system. That is, we furnish the land, the seed cane, the use of plows and teams and implements needed as the work progresses; we also make necessary advances of provisions and so on to last until the cane can be delivered at the mill. We then make and sell the sugar and divide the profits, of course deducting the amounts advanced while the crop has been growing, with interest. On some of our agreements made as long as two years ago we charged 8 and 9 per cent. interest on advances, but on those recently made we only get 7 per cent."

"How many of these agreements have you in force at the present time?"

"I have about thirty in this bundle, representing about 1500 acres of land. We have more in process of consummation but they have not been sent down to us from the plantation, so I do not include them. Take them and examine them or copy any one of them if you wish."

One was selected at random by the writer, from which the following is copied verbatim:

That the said parties have agreed and do agree by these presents as follows: The said parties of the second part will plant and properly cultivate under and by the advice of said party of the first part, commencing within ten days from date, all that portion of land situated in Kahului 2, aforesaid mauka of the upper government road, and under the control of said party of the first part, with sugar-cane; said parcel being part of a tract controlled by said party of the first part, ten acres of which, as above described, shall be planted this year. They shall also plant and cultivate as aforesaid ten acres or more of sugar cane in every succeeding year from date of this agreement for a term of five years, and will finish such planting not later than the first day of October in every year, and also will cut such cane when ripe and ready for grinding and ordered to be cut by said party of the first part, and will deliver the same into flumes as may be directed by said party of the first part, and all such work and labor shall be done faithfully at their own cost and expense; and in case of neglect or nonfulfillment of any condition herein set forth by said parties of the second part then the said party of the first part shall have the right and privilege to take possession of all such cane and lands and work the same as if it was belonging to him, and give account of such expenses as may be necessary for carrying on such work, and deliver only after deducting such amount of expenses, the surplus, if any, to the said parties of the second part; and it is further agreed that said party of the first part will give free of charge to the said parties of the second part ten acres of land at present, and at their request ten acres or more in succession for the next two years for the cultivation of cane only; and the said party of the first part will advance to said parties of the second part such goods and wares as they may choose from time to time until said cane shall be cut and manufactured into sugar; and the said parties of the second part agree and bind themselves to pay either in sugar or money for such advances, with interest at the rate of one per cent. per month.

The said party of the first part agrees and binds himself that he will properly have all such cane as may be delivered to him in such flumes manufactured into sugar, and will divide all such proceeds therefrom in two equal parts, and deliver up to said parties of the second part, after deducting all such advances and interest or other expenses from their half, the surplus, if any. And it is also agreed between said parties that said parties of the second part shall have no right to sell or dispose of the whole or any part of this agreement without the consent of the party of the first part, his assigns, rep-



ACETYLENE IN NAVAL WARFARE.

Experiments to be made by the navy department prove successful, acetylene gas will become a valuable assistance in sea fighting at night. Shells filled with calcium carbide may be discharged to a distance of two miles.

representatives, executors or administrators.

This agreement shall continue in force for a term of five years or longer if so agreed by both parties.

"Now these contracts are, of course, for different sized patches of land according to the number of men they are made with. They run from five to ten years. You will observe we secure the planting of the same quantity of land every year for three years, and in some cases five. By that time we secure a rotation of crops from rattoons and replanting. Some of these contracts are over two years old and we have some grinding to do this season for the earliest of them. Next season there will be the first crop to take off from 200 to 250 acres. We could grind much more cane this year, but we are reserving all the cane we can obtain for seed planting and we are also purchasing more on the outside. With what cane we have on hand and have bargained for we shall have fully 1,500 acres under cultivation by the first of the year."

"How much and what kind of labor do your present agreements represent?" was next asked.

"Last year about eighty men were at work under agreements made with us. This year there must be at least 250 at work, or the number may be even more. Our agreements are mostly with Portuguese, Japanese and Chinese. I could furnish you exact data as to nationality later on if desired. Then again, we have similar agreements with white men living in the vicinity five-eighths of the profits, while the mill gets the other three-eighths. Sometimes it is arranged to pay a ground rent in these cases."

"How about natives, Mr. McChesney?" was the next question.

"Oh, we have some natives working on this plan. Here is an agreement with one native hui, which undertakes to cultivate five acres a year for five years, making twenty-five at the end of the period. There are others I might pick out."

"Would it be asking too much if you gave a general idea of the scope and plans of your corporation?"

"Certainly not. There is nothing to conceal. We have been experimenting with cane in Kona for the past five years, until we became satisfied that it could be successfully cultivated to a profit. We incorporated last year with a capital of \$500,000, of which \$180,000 is paid up and the balance assessable stock. The company then owned about 3,000 acres of land some of it in fee, but most of it under long lease. Since incorporation we have added to our holdings about 1,000 acres in fee at a cost of from \$10 to \$12 per acre, and from 300 to 400 acres on 20 to 30-year leases. In addition there is adjoining land available for cane planting owned by private parties up to five or six thousand acres. Our mill, of course, is a small one, its present capacity being about twenty tons per day of ten hours. Our intention is to devote a considerable portion of the money realized from the last two or three assessments to the purchase of a new mill for the 1902 crop. After next year's planting we shall be in definite shape to decide on the size of the mill we shall need. At present we can get along very well with what we have and we can grind all the year round in Kona."

"To return to the labor question, Mr. McChesney. How has it worked so far?"

"Excellent," was the reply. "There has never been any trouble under our

system. The reported trouble some time since was with an outside party and the plantation had nothing to do with it. We consider it better to contract direct with the laborer than through a third party. I forgot to mention before that we also build houses for those who make agreements with us, if they wish it, on the same terms that other advances are made. We consider our system effects a great saving in that the money required to pay overseers and lunas on other plantations is saved entirely. The company and the laborer both benefit by that. In case of default on the part of the laborer the company reserves the right, as you will see by referring to the agreements, of carrying out his contract at the expense of his share of the profits. Such cases, however, will be very rare. We shall have no trouble in getting all the land put in that we can furnish seed cane for. Most of the Portuguese with whom we have agreements own their own land. Of course all the parties planting on our lands contract to sell all the cane they raise to our mill."

"Another question, Mr. McChesney. How about the rainfall?"

"I am glad you have mentioned that. Kona is situated on the lee side of Hawaii and our land is in what is termed the rain belt. Coffee grows there luxuriantly, and where coffee does well there is no scarcity of water. Our mill is on the lowest of our lands, about three miles from the beach at Kailua and just inside the rain belt. On the higher lands there is much more rain, but the very best cane yet produced there has come from the lower lands. The additional sun exposure seems to make the cane grow thicker and sweeter. There is no place on these islands where the rain is more evenly distributed than in Kona. On the upper government road in that district coffee, bananas and cane grow to perfection. The people depend solely on the rainfall from month to month for their water supply, catching and storing the rain in barrels and tanks. There can be no question about the sufficiency of the rainfall; in fact, it is somewhat of a drawback above the road and even less would be better. No one who has ever lived in that part of Kona would ever complain of the rainfall. Besides on that side of the island there are no drying winds."

"What varieties of cane do you plant?"

"On the upper lands we find the New Caledonia and Rose Bamboo to be the best; on the lower lands we plant the Lahaina variety. We have really had no fair test of the yield per acre. What was ground at the small mill last year yielded between five and ten tons to the acre."

"One more question. What are the prospects for the future with your experience to date?"

"Better than ever. We find the men work harder than under the contract system. We get more work in proportion with fewer men than under the system heretofore in vogue. Under our plan the company gets the benefit of running a much larger plantation on the same amount of capital than we could if we employed the laborers direct. The higher sugar is in value the more the laborer gets for his work, while on the hand if sugar should go down to half its present value the mill would still be running at a profit. We are more than satisfied with the outlook from our profit-sharing system as far as we can judge of the future from the past."

G. N. WILCOX, President.

E. SMITH, Secretary and Treasurer.

J. F. HACKFELD, Vice President.

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